

EXCLUSIVE RIGHT TO REPRESENT TENANTS

This Exclusive Representation Agreement ("**Agreement**") is made as of January 14, 2026 between Hiffman Shaffer Associates, Inc., an Illinois corporation doing business as NAI Hiffman, having an office at One Oakbrook Terrace, Suite 400, Oakbrook Terrace, Illinois 60181 ("**NAI Hiffman**") and the **County of DuPage** and **DuPage Regional Office of Education** ("**Tenants**") on the following terms and conditions.

1. Engagement. Tenants engage NAI Hiffman as their exclusive real estate broker to research, identify, evaluate and assist in negotiations for office, industrial or commercial space for lease or purchase in the Chicago Metropolitan Area and surrounding suburbs as set forth and described in RFP# 25-13-ROE. This engagement also includes evaluating and negotiating with Tenants' current landlords for renewals, amendments, extensions, relocation and expansions where appropriate.

2. Tenants Duties. Tenants agree to work exclusively with and through NAI Hiffman as long as this Agreement is in effect and will direct all of its affiliates, personnel, outside brokers, developers, owners and agents to channel all communications through NAI Hiffman.

3. Broker Duties. In addition to providing pertinent information on viable site alternatives in a timely, organized manner for Tenants' selection and decision, NAI Hiffman or one of its Designated Agents agrees to perform the following services:

(a) accept delivery of and present to Tenants offers and counteroffers to buy, sell or lease the property Tenants seeks to buy or lease;

(b) assist Tenants in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and

(c) answer the Tenants' questions relating to the offers, counteroffers, notices and contingencies.

4. Compensation. If Tenants comply with this Agreement, NAI Hiffman will look solely to the appropriate developer, property owners, or their agent, for its compensation. Tenants will cooperate with NAI Hiffman to help ensure that NAI Hiffman receives compensation for their service and Tenants agree that it will not sign a lease, sublease, sale contract or similar document unless it provides that the landlord, sublandlord, owner or similar party agrees to pay NAI Hiffman one full market commission for the transaction, subject to any commission rebate set forth in NAI Hiffman's response to RFP 25-13-ROE.

5. Term. This Agreement will be in effect for a period of one (1) year from the above date. If neither Owner nor Broker should terminate this agreement at the expiration of the Term, then said term shall be extended for a period of 30 days, except that Owner may terminate this Agreement thereafter by giving 30 days' prior written notice of termination to Broker. Upon termination, NAI Hiffman may, within fifteen (15) days, provide to Tenants a list of those properties that NAI Hiffman submitted to Tenants during the period of time in which this Agreement is in effect. Tenants agree to continue to work through NAI Hiffman exclusively on those properties. If NAI Hiffman fails to provide Tenants with the list provided for in this Section, NAI Hiffman waives any interest in future transactions involving those properties, including but not limited to any claim for fees or costs.

6. Non-Discrimination. THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR TO SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

7. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement or a breach under this Agreement will be settled exclusively by suit in the 18th Judicial Circuit Court sitting in Wheaton, Illinois.

8. Governing Law/Miscellaneous. If more than one tenant is involved, the pronouns and grammatical structure will be understood to conform. This Agreement is governed by the laws of the State of Illinois and is binding and inures to the benefit of the heirs, personal representatives, successors and assigns of the parties

9. Counterparts. This Agreement may be signed on one or more counterparts and the counterparts together will be considered as a full and complete agreement.

DUPAGE COUNTY :

By: _____
Name: Deborah Conroy
Title: County Board Chair
Date: _____

NAI HIFFMAN:

By: Michael Flynn
Name: Michael Flynn
Title: Designated Managing Broker
Date: _____

Digitally signed by Michael Flynn
Date: 2026.01.21 10:08:49 -06'00'

DUPAGE COUNTY REGIONAL OFFICE OF EDUCATION:

By: _____
Name: Amber Quirk
Title: Regional Superintendent of Schools
Date: _____